No. 92-551

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In The

Supreme Court of the United States

October Term, 1992

JACK F. KEMP, SECRETARY OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, *et al.*,

Petitioners,

vs.

ALPINE RIDGE GROUP, *et al.*,

Respondents.

On Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

BRIEF OF THE NATIONAL ASSOCIATION OF HOME BUILDERS, THE NATIONAL LEASED HOUSING ASSOCIATION AND OTHER ENTITIES AS AMICI CURIAE IN SUPPORT OF RESPONDENTS

RONDA L. DANIELS
Counsel of Record
15th and M Streets, N.W.
Washington, DC 20005
(202) 822-0359

Of Counsel:

HARRY J. KELLY
RICHARD M. PRICE
[illegible] M Street, N.W.
Washington, DC 20037
([illegible]) 955-9600

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TABLE OF CONTENTS

	Page
Interest of the Amicus Curiae	1
Summary of Argument	3
Argument	4
Conclusion	14

TABLE OF CITATIONS

Cases Cited:

Alpine Ridge Group v. Kemp, 955 F.2d 1382 (9th Cir. 1992) 2, 3, 11, 12, 13

Athens Gardens Ltd. v. United States, No. 91-1181C (Claims Court) 2

Bowen v. United States, 477 U.S. at 55 13

Larionoff v. United States, 533 F.2d 1167 (D.C. Cir. 1976), aff'd, 431 U.S. 864 (1977) 13

Lynch v. United States, 292 U.S. 571 (1934) 12, 13

National Leased Housing Association v. United States, 22 Cl. Ct. 649 (1991), appeal pending, No. 92-5064 (Fed. Cir.) 2

Peick v. Pension Benefit Guarantee Corporation, 724 F.2d 1247 (7th Cir. 1983), cert. denied, 467 U.S. 1259 (1984) 13

Contents

Page

Perry v. United States, 294 U.S. 330 (1935) 12, 13

Rainier View Assocs. v. U.S. Department of Housing and Urban Development, 848 F.2d 988 (9th Cir. 1988), cert. denied, 490 U.S. 1066 (1989) 2, 4, 5, 9, 10, 11

Statutes Cited:

Section 801 of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. No. 100-628, 105 Stat. 2057 .....3, 4, 10, 11, 12, 13

12 U.S.C. § 1715z-1 ..... 7, 8

42 U.S.C. § 1437f 2, 4, 5, 7, 8, 9, 11

42 U.S.C. § 5301 et seq. 7

United States Constitution Cited:

Fifth Amendment 11

Other Authorities Cited:

H.R. Rep. 122, 100th Cong. 1st Sess. 32 (1987), reprinted in 1987 U.S. Code Cong. & Admin. News, 3317 9

S. Rep. No. 693, 93d Cong., 2d Sess., reprinted in, 1974 U.S. Code Cong. & Admin. News, 4273 7

135 Cong. Rec. H9686 (Daily Ed. Nov. 21, 1989) 12

Contents

Page

135 Cong. Rec. S16600 (Daily Ed. Nov. 21, 1989) 12

135 Cong. Rec. S16608 (Daily Ed. Nov. 21, 1989) 11

24 C.F.R. § 880.110 (1977) 6

24 C.F.R. § 880.202 7

24 C.F.R. § 880.203(a) 7

24 C.F.R. § 888.204 9

APPENDIX

Appendix A 1a

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INTEREST OF THE AMICUS CURIAE

The interest of the National Association of Home Builders, the National Leased Housing Association, and the other entities in this case is as follows:

1. The amici curiae are: (1) The National Association of Home Builders ("NAHB"), which represents almost 160,000 member firms, with an estimated 25,000 members involved in the multifamily housing industry, and a substantial number of these multifamily members participate in the housing subsidy program authorized by Section 8 of the United States Housing Act of 1937 (42 U.S.C. § 1437f) ("Section 8"); (2) the National Leased Housing Association ("NLHA"), which represents over 600 public and private owners of projects that are assisted under Section 8; and (3) 249 entities[1] who are members of NLHA and who own and/or operate apartment projects and have entered into Housing Assistance Payments Contracts ("HAP Contracts") with the Department of Housing and Urban Development, pursuant to Section 8. The NLHA and a majority of the 249 entities are appellants in an action pending before the United States Court of Appeals for the Federal Circuit, *National Leased Housing Association v. United States*, 22 Cl. Ct. 649 (1991), *appeal pending*, No. 92-5064 (Fed.Cir.)[2] who seek to recover the unpaid portion of rent adjustments which, they contend, they are entitled to receive under the HAP Contracts.

2. The Amici have a vital interest in the outcome of this litigation — consideration of the validity of the Ninth Circuit's decision in *Alpine Ridge Group v. Kemp*, 955 F.2d 1382 (9th Cir. 1992) will undoubtedly involve analysis of a prior decision of the Ninth Circuit, *Rainier View Assocs. v. U.S. Department of Housing and Urban Development*, 848 F.2d 988 (9th Cir. 1988), *cert. denied*, 490 U.S. 1066 (1989), which addressed the method by

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1. The Amici are listed individually in Appendix A to this Brief.

2. The remainder of the entities are subject to a stay entered in *National Leased Housing Association v. United States*, pending resolution of the appeal.. An additional action, *Athens Gardens Ltd v. United States*, No. 91-1181C (Claims Court), was filed in June 1991 and was stayed pending the outcome of the *National Leased Housing Association* action.

which HUD may calculate rent adjustments under the HAP Contracts. The Amici support the affirmance of the *Alpine Ridge* decision.

3. In addition to achieving the just result in the aforementioned litigation, the Amici (all of whom are engaged in building or operating low income housing pursuant to contracts with the United States) have a vital interest in assuring that the Government honor its contracts with the private sector. Without this assurance, the public-private partnership structure that has accounted for virtually all Government assisted low income housing during the past quarter century will assuredly crumble.

4. The Amici have obtained the consent of the Petitioner and Respondents to the filing of this brief and have filed the consents with the Court.

SUMMARY OF ARGUMENT

The Amici urge the Court to affirm the Ninth Circuit's decision in *Alpine Ridge Group v. Kemp*, 955 F.2d 1382 (9th Cir. 1992), which held that Section 801 of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. No. 100-628, 105 Stat. 2057 ("Section 801") is unconstitutional. We do not seek to restate the position of the Respondents. We instead offer the Court our particular position in support of the *Alpine Ridge* decision.

Owners expected to receive certain rent payments in exchange for operating affordable housing. These rent payments consisted of rents received from low-income tenants, based on their income, and on a subsidy from the Government. The rent payments would be adjusted through Automatic Annual Adjustment Factors ("AAAFs"), though the tenant portion of the payment was limited to a percentage of tenant income. This expectation was agreed to

through the Housing Assistance Payment Contracts ("HAP Contracts"), which project owners signed with the U.S. Department of Housing and Urban Development ("HUD"). However, HUD disregarded the HAP Contracts, and project owners' contract rights, and haphazardly adjusted the HAP Contract rent payments through project-by-project comparability studies. HUD's pretext premise for these studies was that owners should receive rents comparable to those being charged on similar units not receiving government assistance. While the Amici do not dispute that the HAP Contract rents should meet such comparability limits as exist in Section 8 of the United States Housing Act of 1937 (42 U.S.C. § 1437f), what HUD calls comparability studies do not result in comparable rent adjustments, nor do they comply with the requirement that HUD use the AAAF.

When the Ninth Circuit restored the contract rights of owners, in its decision in *Rainier View Assocs. v. Department of Housing and Urban Development*, 848 F.2d 988 (8th Cir. 1988), *cert. denied*, 490 U.S. 1066 (1989), Section 801 was enacted to, among other things, nullify that decision, and undo the justice provided by the courts. Section 801 limits project owners to only 30 percent of what their HAP Contracts provide. The Amici urge the Court to restore the integrity of the HAP Contracts.

ARGUMENT

1. *The Housing Assistance Payment Contract.* Owners executed Housing Assistance Payment Contracts ("HAP Contracts") with the Government, through the U.S. Department of Housing and Urban Development ("HUD") so that they could receive annual payments in exchange for operating housing for low and moderate income persons. These payments would fill the gap between what tenants could pay for rent and what owners needed in order to operate their properties.

HUD's authority to execute the standard form HAP Contracts stems from Section 8 of the United States Housing Act of 1937 (42 U.S.C. § 1437f) ("Section 8"), which gave HUD a choice of two alternative methods to calculate project-owners' rental increases: HUD could (1) use a market survey or appraisal which determines the *amount* being charged in the applicable market for comparable housing, such as project-by-project comparability studies to determine fair market rentals; or (2) utilize a *formula*, the AAAFs, which determines the *percentage increase* in rents in the appropriate area to take comparability into account in a collective way. *Rainier View*, 848 F.2d at 991. HUD chose to utilize the AAAF's as the basis for rent increases by including Paragraph 1.9(b)(2) in the HAP Contracts, providing for annual adjustment of rents using AAAFs.

The pertinent provision of the HAP Contract in which this choice was exercised was Section 1.9, which states:

> a. *Funding of Adjustments.* Housing assistance payments will be made in increased amounts commensurate with the Contract Rent adjustments under this Section . . .
>
> b. *Automatic Annual Adjustments.*
>
> (1) Automatic Annual Adjustment Factors will be determined by the Government at least annually; interim revisions may be made as market conditions warrant. Such Factors and the basis for their determination will be published in the Federal Register. These published Factors will be reduced appropriately by the Government where

utilities are paid directly by the Families.

(2) On each anniversary date of the Contract, *the Contract Rents shall be adiusted by applying the applicable Automatic Annual Adiustment Factor most recently Published by the Government.* Contract Rents may be adjusted upward or downward, as may be appropriate; however, in no such case shall the adjusted Contract Rents be less than the Contract Rents on the effective date of the Contract. (emphasis added)

* * *

d. *Overall Limitation.* Notwithstanding any other provisions of this Contract, adjustments as provided in this Section shall not result in material differences between the rents charged for assisted and comparable unassisted units, as determined by the Government; provided that this limitation shall not be construed to prohibit differences in rents between assisted and comparable unassisted units to the extent that such differences may have existed with respect to the initial Contract Rents.

The applicable regulation on the rent increase mechanism, 24 C.F.R. § 880.110 (1977), is virtually identical to the HAP Contract provisions. Pursuant to the terms of the HAP Contracts, and the regulations, HUD initially makes annual rent adjustments for Section 8 projects by reference to the AAAFs determined by HUD

and published annually in the Federal Register. 24 C.F.R. § 888.202. The AAAFs vary depending upon the location, size, and rent range of the unit in question, and also whether or not the rent includes all, some or no utility expense. 24 C.F.R. § 888.203(a). The rent adjustments pursuant to the AAAFs are limited by the overall limitation that rent payments for assisted units and comparable unassisted units may not be materially different.

Owners understood that the AAAF process would be utilized, in order to avoid certain pitfalls of previous government programs. The historic Housing and Community Development Act of 1974, 42 U.S.C. § 5301 *et seq.*, which enacted Section 8, initiated an entirely new effort to provide decent rental housing for low income Americans, replacing prior efforts to assist privately-owned low income rental housing. In enacting the new Section 8 program, Congress "accepted the essence of HUD's recommendation which is to give private developers the incentive for profit and the risk of loss in the construction and management of housing developed for low income families." S. Rep. No. 693, 93d Cong., 2d Sess., *reprinted in*, 1974 U.S. Code Cong. & Admin. News, 4273, 4314. This program was intended to, and did in fact create, a public-private partnership between the Federal Government and private developers and managers.

The differences between the two programs become more pronounced on the crucial subject of rent escalation, a matter of overriding importance to project owners in the inflationary era of the mid-1970s. Under the cost-based Section 236 program that was being utilized just prior to the Section 8 program, the owner had to justify to HUD on a project-by-project basis the need for an annual rent increase to the tenants based on increased operating expenses.[3] HUD's delay in making rent adjustments resulted in deferred

3. The Section 236 program was enacted in 1968 as Section 236 of the National Housing Act (12 U.S.C. § 1715z-1).

maintenance, cuts in services and ultimately defaulted mortgages. Under Section 8, by contrast, HUD was given the choice to increase rents by either a project-by-project market study of the "fair market rentals established in the housing area" or "on the basis of a reasonable formula". 42 U.S.C. § 1437f. In view of the unpopularity with developers of the project-by-project analysis that marked the Section 236 program, HUD chose to utilize a "reasonable formula", which was the AAAF, as set forth in the HAP Contract. This choice made the Section 8 program popular with developers, as it obviated the need for annual HUD review. *See, e.g.*, Declaration of Jona Goldrich ¶ 3, Joint Appendix at 36.

HUD initially utilized the AAAFs in compliance with the HAP Contracts. In May of 1978, HUD issued what appears to be its first instructions concerning the statutory and contractual command that Section 8 rents be comparable to market rents. These instructions, contained in the Section 8 Housing Assistance Payments Program New Construction Processing Handbook No. 7420.1, state that revision of the AAAF is the correct method of adjusting rents for achieving comparability:

> Pursuant to Section 880.110(d) the AHM [Assisted Housing Management] Branch or the PHA [Public Housing Agency], shall review the accuracy of the rent adjustment to ensure that it is comparable (neither too high nor too low) in relationship to similar assisted or unassisted units. If the adjustment is not comparable, the AHM Branch shall revise the factor in accordance with the revision procedures in paragraph 7-8c(2) and (3).

Consistent with the approach of the 1978 Handbook, HUD regulations provided that HUD field offices may "consider" establishing a separate or revised AAAF for any area in which the

application of the AAAF results in contract rents that are "substantially lower" than rents charged for comparable unassisted units in the area to which the AAAF applies, or part thereof, if the "costs of operating comparable rental housing have increased at a greater rate than the [AAAF]." 24 C.F.R. § 888.204.

Beginning in about 1981, HUD instituted a new approach to enforce the comparability limitation provided for in Section 8 and the HAP Contract, through project-by-project comparability studies. The Government has erroneously argued that the Overall Limitation provision in Section 1.9(d) of the HAP Contract permitted such independent studies. Such studies purport to compare the rent charged for the assisted units with rents charged for unassisted units deemed by HUD to be "comparable." However, HUD failed to provide guidance on how to conduct such studies, as the District Court in *Rainier View Associates v. United States*, W.D. Wa. Order Jan. 15, 1986, found. Even Congress found HUD's practice of conducting project-by-project reviews to be "capricious," and performed "on an ad hoc and arbitrary basis." H.R. Rep. 122, 100th Cong. 1st Sess. 32 (1987), *reprinted in* 1987 U.S. Code Cong. & Admin. News, 3317, 3348.

Accordingly, with this history it is clear that project owners expected to have their payments adjusted through the AAAF process. This process provided a reasonable and administratively simple process in lieu of project-by-project reviews. HUD's departure from contractually bargained for AAAFs creates a great disincentive for private persons to work with the Government in providing services .

Because the project-by-project reviews violate the HAP Contracts, we take exception to the contentions of the Government contained in the Brief of the Petitioners, and of the American Federation of Labor and Congress of Industrial Organizations ("AFLCIO") in its Amicus Brief, filed in the instant action. The

Government and the AFL-CIO contend that project owners have no contract rights in the AAAF payment increases above the project-by-project comparability studies, because any payments above what these project-by-project studies permit must not be comparable to rents received by unassisted tenants, constituting a windfall. The Government argues that without the so-called independent project-by-project comparability tests, owners will receive windfall payments in excess of rents received by comparable unassisted units. Brief of Petitioner at 30. This disingenuousness is matched by the AFL-CI0, which in its brief, states that "what respondents seek here is not constitutional protection for their reasonable contract-based expectations. Rather, respondents seek for themselves the same windfall that the remedy in *Rainier View* created for the project owners in that case." AFL-CIO Amicus Brief at 13.

However, the Government's position that without an independent project-by-project comparability to directly adjust rents, the AAAFs were not or could not be comparable is completely erroneous. We dispute that the project-by-project studies have been either an appropriate or reliable method for determining such comparability. Indeed, HUD chose to follow the AAAF method with comparability a part of that method. Moreover, there is absolutely no evidence that utilizing AAAFs creates windfalls. Therefore, the AFL-CIO's comments are unwarranted, and based on the unsound assumption that owners seek windfall profits.

2. *Section 801 is Unconstitutional.* After the Ninth Circuit ruled in *Rainier View*, 848 F.2d at 988, affirming property owners' rights under the Due Process Clause to have their HAP Contracts correctly administered with AAAFs, Congress took it upon itself to unilaterally change the terms of the HAP Contracts by passing Section 801. However, Section 801 is nothing more than an unconstitutional abrogation of a solemn federal commitment in

violation of the Due Process Clause of the Fifth Amendment, and therefore is a nullity. U.S. Const., Amend. V. *See Alpine Ridge*, 955 F.2d at 1387 (9th Cir. 1992).

Section 801 provides that HUD must make retroactive payments for past rents denied under the project-by-project comparability studies, only to the extent that such rents generally equal about 30 percent of the AAAF adjusted rents to which owners are entitled under the HAP Contract. It does this by establishing a new formula as the "exclusive method" for calculating the amount of rent due the owners of Section 8 projects. Instead of the contract rent being multiplied by the AAAF, as it was before Section 801, to ascertain retroactive damages, only the project's operating expenses (contract rent not including debt service) are multiplied by the AAAF, with the minimum payment equal to 30 percent of what the owner would otherwise have received. Because, in virtually all cases debt service is a very substantial component of the contract rent, the 1989 Act assures *ab initio* that no project owner will obtain the full amount of the rental adjustments to which he is entitled. In fact, because of the way the debt service adjustment is calculated, in most cases, the "30 percent solution" will service as a ceiling, rather than a floor, to recovery.

Congress' sole motivation in enacting Section 801, and limiting recovery of payments under the HAP Contracts by some 70 percent, was to save money, as the legislative history of Section 801 demonstrates. For example, Senator D'Amato, a cosponsor of the legislation containing Section 801, and an advocate of HUD's new rent adjustment formula, said that "[w]ithout a legislative remedy, the Federal Government would have been forced [as a result of the *Rainier* decision] to pay over $600 million," to project owners, based on the original HAP Contracts, and that Section 801 "reduces this loss to $210 million — a savings of over $390 million." 135 Cong. Rec. S16608 (Daily Ed. Nov. 21, 1989) (Statement of Sen. D'Amato). The section-by-section analysis that

accompanied the Senate bill noted that compliance with the contract would cost $600 million to $1 billion nationwide, whereas the "retroactive solution" would cost only $210 million. 135 Cong. Rec. S16600 (Daily Ed. Nov. 21, 1989). Similarly, recognizing legislative legerdemain when he saw it, Senator Sasser saluted Section 801 as a "fix" that "could save the Federal government hundreds of millions of dollars if not more than a billion dollars." 135 Cong. Rec. S16607 (Daily Ed. Nov. 21, 1989) (Statement of Sen. Sasser). Congressman Wylie, ranking Republican on the House Banking, Finance and Urban Affairs Committee, stated that Section 801 "will produce substantial reductions in costs estimated by HUD to be as high as $700 to $800 million." 135 Cong. Rec. H9690 (Daily Ed. Nov. 21, 1989) (Statement of Rep. Wylie). Chairman Gonzalez supported Section 801 because "if Congress did not act on this matter, the potential liability for the government would amount to $2.1 billion over 10 years . . ." 135 Cong. Rec. H9686 (Daily Ed. Nov. 21, 1989) (Statement of Rep. Gonzalez).

Faced with this history, the Ninth Circuit had little difficulty in striking down the Government's repudiation of its contractual obligations. Stated succinctly, the court found that "Congress unconstitutionally abrogated the owners' vested right in order to save money". *Alpine Ridge*, 955 F.2d at 1387. In effect, the Ninth Circuit found the Government no better than a playground bully, using its legislative muscle to force owners to accept less than they were promised.

The two leading decisions preventing the Government from abrogating its contracts at will are *Lynch v. United States*, 292 U.S. 571 (1934) and *Perry v. United States*, 294 U.S. 330 (1935). Both depression era cases examined laws designed to save the Government money in a tight economy at the expense of vested contract rights. *Lynch* held that Congress' attempt to reduce expenditures by canceling its obligation to pay insurance benefits was prohibited by the due process clause. 292 U.S. at 579. In *Perry*,

Congress was similarly barred from refusing to pay its debt on certain bonds in gold coin, as promised, and instead trying to pay the debt on such bonds with legal tender, that is, dollars. 294 U.S. at 349. As with *Lynch* and *Perry*, the Government's abrogation of owners' HAP Contracts in the instant case is simply an attempt to avoid the contractual obligations it has to the property owners with whom it contracts. The *Lynch* and *Perry* principal was affirmed in *Bowen v. United States*, 477 U.S. at 55: "Congress does not have the power to repudiate its own debts . . . simply in order to save money".[4] The Amici ask this Court to enforce the law as laid down by the Constitution and prohibit the unilateral abrogation of the HAP Contracts. Salvation of the sanctity of the contract will restore confidence in private citizens to work with the Government when it calls on them to help fulfill a socially significant need, such as providing housing for low income persons.

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4. The Ninth Circuit rejected the Government's argument that it must undertake a balancing exercise to determine whether there was a rational basis for the Government's action. *Alpine Ridge*, 955 F.2d at 1387. The Ninth Circuit did not determine what test to use. We submit that when federal legislation interferes with rights provided for in contracts to which the Federal Government is a party, the special circumstances of the Federal Government's taking legislative action, which impairs a contract to which it is a party justifies stricter scrutiny under the Due Process Clause than that applied to ordinary economic and social legislation. *Peick v. Pension Benefit Guarantee Corporation*, 724 F. 2d 1247, 1264 n.22 (7th Cir. 1983), *cert. denied*, 467 U.S. 1259 (1984). The standard of scrutiny is heightened still further when the action complained of is "primarily concerned with reducing governmental expenditures," *Larionoff v. United States*, 533 F.2d 1167, 1180 (D.C. Cir. 1976), *aff'd*, 431 U.S. 864 (1977). Simply put, when the government abrogates its own contracts, due process cannot be satisfied merely by showing that the Government had some rational basis for the action. *See United States Trust Co.*, 431 U.S. 1, 26, n.25 (1977). In any event, we believe that since the Government's sole purpose in enacting Section 801 was to save itself money, it violates due process regardless of whether the Court requires such strict scrutiny, since there is no basis upon which Section 801 can be justified.

CONCLUSION

For the foregoing reasons, and for the reasons stated in the Brief for Respondents, the decision of the United States Court of Appeals for the Ninth Circuit in this case should be affirmed.

Respectfully submitted,

RONDA L. DANIELS
Counsel of Record
15th & M Streets, N.W.
Washington, D.C. 20005
(202) 822-0359

Of Counsel:

HARRY J. KELLY
RICHARD M. PRICE
2300 M Street, N.W.
Washington, D.C. 20037
(202) 955-9600

APPENDIX A

Parties to the NLHA Action on Appeal

Alameda Terrace, Ltd.
Alturas de Senorial Associates
Ashbrooke Apts. Ltd.
Barbour County Apts. Ltd.
Beacon Hill Limited Partnership Community Management Corp.
Bellefontaine Gardens, Ltd. Bethesda Corp.
Birchwood Gardens, Ltd.
Bramblewood, A Utah Limited Partnership
Brandywood Acres Limited Partnership
Brent Gardens, Ltd.
Briarcliff Manor Limited Partnership
Brookside Hills Limited Partnership
Bulldogger Apartments
Burrell T. Davis
Cahaba Apartments, Ltd. Camden Way I, Ltd.
Camden Way II, Ltd.
Cedar Rapids Venture
Chaska Partners, Ltd.
Cheyenne Villa Limited Partnership
City Court II Apts., Ltd.
Colinas de San Juan Associates
Columbus Gardens, Ltd.
Cornelius, ALP
Countryside, A Utah Limited Partnership
Covadonga, LDP
Covington Apartments, Ltd.
Creekview Manor, Ltd.
Daleville Manor Co.
Damy-Franklin Realty Trust
Dana A. Patterson, Inc.
Dandridge Towers, Ltd.

Appendix A

Deerfield Apartments, Ltd.
Edward J. Roy Trust
El Verde Associates
Elk Associates
Elmwood Ltd.
Englewood Square, Ltd.
Englewood Village, Ltd.
Escalante III, WRP Limited Partnership
Eufaula Apartments, Ltd.
Fairfield Senior Citizens, Ltd.
Falls Meadowridge Ltd., Partnership
Farmington Court Associates Farrington, Ltd.
Forest Hill Limited Partnership
Forest Park South, Ltd. Forest Park, Ltd.
Four Winds West Company
Gainesville Housing Authority
Gateway, ALP
Gray Hill Limited Partnership Community Management Corp.
Greenwood Apartments
Harriman Gardens, Ltd.
Heflin Apartments, Ltd.
Heritage House, A Utah Limited Partnership
Highland Park Apts. A Texas General Partnership
Hillcrest Apartments Co.
Holly Haven I WRP Limited Partnership
Holly Haven II WRP Limited Partnership
Hollywood Fountain North, A California Limited Partnership
Hollywood Fountain South
I.L. O'Sullivan, Jr.
Ironman Apartments
Jardines De Caparra Associates
Jeffrey Place, Ltd.
Jellico Towers, Ltd.
Kensington Heights, Ltd.

Appendix A

Kimberly Associates
Kingsport Gardens, Ltd.
LaGrange Meadows Limited Partnership
Lansing Gardens, Ltd.
Lebanon Senior Citizens, Ltd.
Liberty Commons, Ltd.
Linden Park, Ltd.
Los Laureles Apts. LDP
Lyndonsville Associates
Lynwood Terrace Company
Marilyn Smith
Marion Manor II Ltd.
Maryville Towers, Ltd.
Memphis Towers, Ltd.
Montserrate Associates
Monte De Oro Associates
Morningside Gardens, Ltd.
Mt. Morgan Ltd.
Murfreesboro Towers, Ltd.
New Center Associates
Normandale Apartments, Ltd.
North Park Apartments, Ltd.
Northcrest, Ltd.
Northwood Park, Ltd.
Oakwood Apartments
Overbrooke Hills, Ltd.
Owensville Commons, Ltd.
Ozark Manor Co.
Pam Apartments Associates
Park Place Associates
Parkwood Apartments Partnership
Parkwood Apartments Partnership Phase II
Pattern Towers, Ltd.
Peppertree Apts. Ltd.

Appendix A

Piqua Manor, Ltd.
Plaza Manor, A Limited Partnership
Prattwood Apartments Co.
Preston Drive Limited Partnership
Rainbow Apartments
Ramsay II Associates
Richard Roy
Rickwood, Ltd.
River Oaks Associates
Riverside Associates
Roosevelt Manor, Ltd.
San Anton Associates
Selma Apartments Co.
Socorro Village Apartments
South Park, Ltd.
Southeastern Partners, Inc.
Southern Development Co. of Andalusia, Ltd.
Southern Development Co. of Moulton, Ltd.
Southern Development Co. of Oneonta, Ltd.
Southern Development Co. of Oneonta No. 2, Ltd.
Southern Development Co. of Piedmont, Ltd.
Southern Development Co. of Sylacauga, Ltd.
Southwood Gardens, Ltd.
Spring Hill Limited Partnership Community Management Corp.
St. Charles, Ltd.
Stanley Square, A Limited Partnership
Staunton Commons, II, Ltd.
Stone Hill Limited Partnership Community Management Corp.
Stonehedge II, A Utah Limited Partnership
Stonehedge, WRP Limited Partnership
Stonewood Apts. Ltd.
Streetsboro Green, an Ohio Limited Partnership
Summit Towers, Ltd.
Suncook Pond Associates

Appendix A

Sundance Apartments Associates
Sunset Square, Ltd.
Swansboro Hill Limited Partnership Community Mgmt. Corp.
Tamarind Square, Ltd.
Tanglewood Apartments, Ltd.
Tera Gardens, ALP
The Charlestown Group
The Heights, LDP
The Hillsborough Group
The Housing Authority of the City of Allentown Pennsylvania
The Sussex Group
The Watauga Company
Torre De Tokio Ltd., Div. Partnership
Troy Manor, Ltd.
Turabo Limited Dividend Partnership
Valley View Associates
Vandalia Associates, Ltd.
Vega Baja LDP
Victoria Arms Apartments, Ltd.
Villa Park, Ltd.
Village East Associates
Village II, WRP Limited Partnership
Village Park, Ltd.
WAD Company
Washington Gardens Association
West Columbia Apartments Associates
Western Gardens Associates, A California Limited Partnership
Westgreen Limited Partnership
Westwood Arms, A Limited Partnership
Westwood Village Apartments, A Texas General Partnership
William Henry Waldock
Willow Creek, Ltd.
Willowood Investment, A Utah Limited Partnership
Wilshire Apts., A Limited Partnership

Appendix A

Windwood II Company
Windhaven Associates
York Apartments Company

Parties to the NLHA Action who are Stayed in Claims Court Pending Appeal

National Leased Housing Association
ADA Associates
Baldwin Villa Plaza
Beechcreek Ltd. (The Southcreek Company)
Blackduck Apartments
Cambridge Square, Ltd.
Casa Linda Del Sur Associates
Clinton Towers Ltd.
Detroit Lakes Park Manor Estates Ltd. Partnership
El Nido Apartments
Elmwood Apartments Ltd.
Eminence Village, Ltd.
Floodwood Associates
Gatewood Village Apartments
Glenbrook Park, Ltd.
Greentree, Ltd.
Greentree Village
Henry Hill Apartments Ltd.
Hillside Terrace
Housing Associates of Lancaster
Hunt Building Corporation
Indian Ridge Ltd.
Jackson Valley Ltd.
Lintero Apartments
Madison Hill Limited Partnership
Maple Grove, Ltd.
Mill Ponds View Apts.

Appendix A

Montgomery Manor Apartments
North Star Apartments
Northgate Village Apartments
Peppertree Acres Apartments
Pine Hill Partnership
Pine Ridge Apartments
Prall Place, Ltd.
Princeton Apartments
Red Pines Estates
Regency Park, Ltd.
Regency Park of Louisville, Ltd.
Reynolds Woodlawn Apts.
River Bend Apts, Ltd.
Riverside Manor
Robinwood Park
Sagebrush Apartments
Southside Manor
Springview Partnership
Sunnyview Square
Sunset-Normandie Towers, Ltd.
Sycamore Terrace, Ltd.
The Maryland Ltd. Partnership
The Oaks
Thief River Falls Elderly
Walnut Hill Ltd.
Westwood Ltd.
Whittier Apts. Ltd.
Wildwood Apts. Ltd.
Williamsburg Terrace, Ltd.
Windsor Place Partnership, Ltd.
Woodside Park, Ltd.
Jose Antonio Escajeda Apartments
College Manor, Ltd.
Sierra Vista Apartments

Appendix A

Bremerton Limited
Burnsville Partners Ltd.
Central Towers Limited
Clifton Limited
Coventry Associates
Fridley Apartments
Heritage Hill II
Innsbruck Limited Partnership
Northgate Plaza Ltd.
The Hylands Limited
West Falls Estates
Windsor Place, Ltd.
Zumbrota Towers Limited
Park View Terrace Apartments
Mt. Carmel Housing Partnership
Allison Village Associates
Uptown Village, Ltd.
Village East Towers